

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Settlement Agreement with
Jonathon Scott Bander in the
amount of \$2,250

_____ Briefing
_____ Proposed Action
_____ Consent
 X Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing

COUNCIL BILL #
Originating Department
Contact Person
Phone Number
FOR AGENDA OF

Legal
R. Ramerman
425-257-7000
March 16, 2016

Initialed by:
Department Head
CAA
Council President



<u>Location</u>	<u>Preceding Action</u>	<u>Attachments</u>	<u>Department(s) Approval</u>
		Settlement Agreement	Legal

Amount Budgeted	-0-	
Expenditure Required	\$2,250	Account Number(s): 503-5141030460
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

In January 2010, Mr. Bander made a Public Records Act (PRA) request at the Animal Shelter but was directed to the Clerk's Office, which was the incorrect procedure under the PRA. Mr. Bander promptly hired an attorney and filed a lawsuit. The City has now provided Mr. Bander with the record. The Settlement amount includes compensation for attorney fees incurred by Mr. Bander.

RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Settlement Agreement to settle the Jonathan Scott Bander lawsuit in the amount of \$2,250.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into this 2nd day of March, 2016, by and between the following parties:

- A. The City of Everett, a municipal corporation; and
- B. Jonathan Scott Bander, Plaintiff.

This Agreement is entered into for the purpose of settling certain claims between the City of Everett and Jonathan Scott Bander, as such terms are defined herein, which claims were asserted or could have been asserted in lawsuit as defined below or claims based on any Public Records Act (PRA) request as defined below.

1. Definitions.

- a. City. "City" means the City of Everett, a municipal corporation, its successors, departments, assigns, agents, current and former councilmember, employees, officers and attorneys.
- b. Plaintiff. "Plaintiff" means Jonathan Scott Bander.
- c. Lawsuit. "PRA Lawsuit" means all Claims brought in Snohomish County Superior Court Cause No. 16-2-02187-3.
- d. Claims. "Claims" shall encompass all claims, causes of action, or demands, known or unknown, that were brought or could have been brought between the parties to this Agreement up until the date of execution of this Agreement that were or could have been included in the Lawsuit or that arise out of the City's response to any PRA Request, with the exception of PRA requests for code enforcement records dated October 15, 2015 and December 20, 2015; and include any claims related to the Tort Claim dated February 22, 2016..
- e. PRA Requests. "PRA Requests" include any request made by the Plaintiff or made on behalf of the Plaintiff including the request made January 22, 2016, up until the date of execution of this agreement, except for PRA requests code enforcement records dated October 15, 2015 and December 20, 2015.


2. Releases; Dismissal of PRA Lawsuit.

- a. Release of Claims. Plaintiff expressly releases and shall be deemed to have forever discharged the City from any and all Claims, as defined above, including any Claims based on the Lawsuit and any PRA Requests as defined above. It is hereby agreed that this Agreement is a compromise and a full settlement, accord and satisfaction of all Claims and PRA Requests.

- b. Proceedings in the PRA Lawsuit: The Parties agree that as part of this Settlement Agreement that they will execute a Stipulation and Order of Dismissal of All Claims, in the PRA Lawsuit with prejudice and without further attorney's fees and costs.
3. Payment to Plaintiff. As consideration for its release hereunder, the City agrees to pay to the Plaintiff, the sum of Two Thousand Two Hundred and Fifty Dollars and Zero Cents (\$2,250.00) by March 18, 2016. The check for payment shall be made payable to Peter Cogan in trust for Jonathan Scott Bander. The check shall be delivered to Peter G. Cogan, Law Offices of Peter G. Cogan, P.S., 119 First Ave. S., Ste. 500, Seattle, WA 98104.
4. No Admission. The parties agree that the City's agreement to settle and payment do not constitute any admission of liability on the part of the City or its employees.
5. Additional Training. The City provided PRA training for all animal shelter employees on March 1, 2016, and will provide PRA training for its volunteers within 60 days.
6. Authority. The undersigned have full authority to enter into this Agreement.
7. Voluntary Act. This Agreement is made and entered into as a free and voluntary act and has been negotiated with the Plaintiff receiving the assistance of his legal counsel, Peter G. Cogan..
8. No Modification. This Agreement may not be altered, modified, or amended without the express written consent of the party or parties to be bound thereby.
9. Photocopies Effective As Original. The executing parties agree that a photocopy or other signed copy of this Agreement is as effective as the original and that email transmission of the same will be binding upon the parties.
10. Parties Bound: The City and Plaintiff agree that this Settlement Agreement will be binding upon them, their marital communities (whether or not their spouses are specifically named), their officers, directors, shareholders, attorneys, agents, parents, subsidiaries, related entities, affiliates, respective heirs, insurers, executors, administrators, legal representatives, successors and assigns.

(Agreement continues on next page)

11. Complete Agreement. This Agreement constitutes the entire agreement of the parties relating to the Claims and PRA Request. This Agreement supersedes and replaces all other written or oral agreements thereto.

CITY OF EVERETT, WASHINGTON _____ Ray Stephanson, Mayor _____ Date	JONATHAN SCOTT BANDER, PLAINTIFF  Jonathan Scott Bander <u>3/2/16</u> Date
ATTEST: _____ Sharon Fuller, City Clerk _____ Date	
APPROVED AS TO FORM: _____ James D. Iles, City Attorney _____ Date	